

RESOLUTION NO. _____, SERIES 2009

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED RENEWAL PROFESSIONAL SERVICE CONTRACT – AMEC EARTH & ENVIRONMENTAL INC. - \$50,000.00.

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

METRO PARKS DEPARTMENT

\$50,000.00 for a noncompetitively negotiated renewal Professional Service Contract with AMEC Earth & Environmental Inc. for consultation services as necessary to support Metro Parks projects from February 1, 2010 thru January 31, 2011.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron
Metro Council Clerk

David W. Tandy
President of the Council

Jerry E. Abramson
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

MICHAEL J. O'CONNELL
Jefferson County Attorney

BY: 

G:/cases/spalding/GailK/PSCs/ MetroParks/AMECEarthEnviron/2010Docs/Resolution 10-30-09 for PSC \$50,000 2-1-10 to 1-31-11
G: RESAMECEarthEnvironDr-1gk/ROC/acb11.04.09

CONTRACT DATA SHEETPSC Type (check one): ☐ New ☒ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: AMEC Earth & Environmental Inc.
2. Address: 690 Commonwealth Center, 11003 Bluegrass Parkway
3. City/ State & Zip: Louisville, KY 40299
4. Contact Person Name & Telephone Number: James B. Shepard, 502-267-0700
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain:
7. Is account in good standing:
8. Federal Tax ID # (SSN if sole proprietor):

Department Information

9. Requesting Department: Metro Parks
10. Contact Person Name & Telephone: Debbie Hammers 456-8105

Contract Information

11. Not to exceed amount: \$50,000
12. Are expenses reimbursed? Yes
13. If yes list allowable expenses and maximum amount reimbursable: as specified on fee schedule
14. Beginning and ending date of the contract: 2/1/2010 thru 1/31/2011
15. Coding: - - - -
16. Scope & Purpose of the contract: Consulting services as necessary to support Metro Parks projects.

Authorizations

WMB County Attorney Review - Approved as to Form:

Department Director:  Date: 11-24-09

Signature certifies:

 Funds are available

 Contractor is registered and in good standing with the Revenue Commission

 Human Relations Commission registration requirements have been met

Cph Risk Management Division of Finance - Certifies Insurance requirements satisfied: 12-30-09

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract **AMEC Environmental**. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____x_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

Requesting Department Director Michael J. Hall Date 11-24-09

***Mayor

Date _____

****Signature is required only for Written Finding A**

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **METRO PARKS DEPARTMENT**, herein referred to as "**METRO GOVERNMENT**", and **AMEC EARTH & ENVIRONMENTAL INC.**, with offices located at 690 Commonwealth Center, 11003 Bluegrass Parkway, Louisville, Kentucky 40299 herein referred to as "**CONSULTANT**".

WITNESSETH:

WHEREAS, the Metro Government is in need of certain professional services with respect to consulting services; and

WHEREAS, the Consultant has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those services,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Consultant shall, at the request of the Metro Government, provide services under the terms of this professional Agreement. The Consultant's work product may be reviewed from time to time by the Metro Government for purposes of determining that the services provided are within the scope of this Agreement.

B. Consultant, while performing the services rendered pursuant to this Agreement, may incidental thereto utilize agents or employees of such Consultant. However, such use must be documented in the monthly invoice submitted for those services rendered.

C. If from time to time Consultant needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Consultant shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understandings of both parties.

D. The services of Consultant shall include but not be limited to the following: Consulting services as necessary to support Metro Parks projects.

II. FEES AND COMPENSATION

A. Consultant shall be reimbursed for professional services rendered according to the terms of this Agreement and as attached hereto in Exhibit A. Total compensation payable to Consultant for services rendered pursuant to this Agreement, including out-of-pocket expenses, shall not exceed **FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00)**.

B. Unless otherwise agreed to in writing by the Metro Government, services shall be rendered and payment therefor shall be made at monthly intervals throughout the duration of this Agreement. Payment shall only be made pursuant to a detailed invoice presented monthly, which invoice shall indicate a descriptive daily accounting of the hours expended in service under the contract, the particular nature of such service and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Consultant's invoice when payment is requested. In the event payment is made in lump sum at the end of the

service period, Consultant's final invoice shall indicate a descriptive daily accounting of hours expended as described heretofore.

C. Consultant shall only be reimbursed out-of-pocket expenses if they are reasonable in amount and necessary to accomplish the scope of services of this contract. The Metro Government will not reimburse first class air fare, personal phone calls, short term parking expenses, or other premium type expenses. The Metro Government reserves the right to reduce or disallow expenses considered excessive or unnecessary under this contract.

D. Consultant, to the extent that it provides the same or related services to other parties agrees to pro-rate its billings and out-of-pocket expenses to the Metro Government which are of benefit to the other parties and to provide documentation to all parties to verify the pro-ration of such billings and expenses. In no event will the Metro Government pay bills or expenses which are considered to be double billing (i.e. billing two different parties for the same work or expense).

III. DURATION

A. This is a professional service contract which shall begin February 1, 2010 and shall continue through and including January 31, 2011. Continuation of the Agreement beyond June 30, 2010, is contingent upon budget approval.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party's failure to perform

the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made, and other work as assigned by the director to support the mission of the department and all divisions.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this Agreement nor does it cause Consultant to be an officer or official of the Metro Government. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Consultant shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Consultant's costs which are chargeable to the Metro Government

under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Consultant shall include (without limitation): (a) payroll records accounting for total time distribution of Consultant's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Consultant's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Consultant in accordance with Exhibit B attached hereto.

VII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Consultant's (or Consultant's subcontractors if any) performance or breach of the contract provided that such claim, damage, loss, or expense is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting there from, or from negligent acts, errors or omissions and (2) not caused by the negligent act or omission or willful misconduct of the

Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Consultant agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Consultant further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. AUTHORITY

The Consultant, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

XI. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

(a) He, or any member of his immediate family, has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or

understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

XIII. OCCUPATIONAL HEALTH AND SAFETY

Consultant agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Consultant also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Metro-owned property where Consultant performs work under this Agreement. Consultant agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

XIV. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

XV. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XVI. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

XVII. CALCULATION OF TIME

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XVIII. CAPTIONS

The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIX. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The Consultant shall reveal any final determination of a violation by the Consultant or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor. The Consultant shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Consultant or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND
LEGALITY:

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT
METRO PARKS DEPARTMENT

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

By: _____

Title: _____

Date: _____

Date: 11.25.09

AMEC EARTH & ENVIRONMENTAL INC.,
CONSULTANT

By: _____

Title: Sr. Vice President

Date: 11/18/2009

Taxpayer Identification No.
(TIN):

Louisville/Jefferson County
Revenue Commission Account
No.:

EXHIBIT B

I. INSURANCE REQUIREMENTS

Prior to commencing work, Consultant shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. **The Consultant shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.** *The Consultant shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Consultant evidencing proof of coverages.*

Without limiting Consultant's indemnification requirements, it is agreed that Consultant shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by the Louisville/Jefferson County Metro Government. The Louisville/Jefferson County Metro Government may require Consultant to supply proof of subcontractor's insurance via Certificates of Insurance, or at Louisville/Jefferson County Metro Government's option, actual copies of policies.

- A. The following clause shall be added to the Consultant's (and approved subcontractors) Commercial General Liability Policies:
 - 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the Contract."
- B. The insurance to be procured and maintained and the **minimum** Limits of Liability shall be as follows, unless different Limits are specified by addendum to the Contract:
 - 1. COMMERCIAL GENERAL LIABILITY, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:
 - a. Premises - Operations Coverage
 - b. Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Consultants Protective Liability
 - f. Personal Injury

2. AUTOMOBILE LIABILITY insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
3. WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342.EMPLOYERS' LIABILITY with a **\$100,000** Limit of Liability for Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee
4. ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE (**Either A or B below**) with a **\$1,000,000** Limit of Liability per occurrence and annual aggregate (or project):
 - a. A Professional Architects and Engineers Liability policy covering your architectural firm's general practice (a Practice policy) which includes the Contractual Liability Endorsement. Consultant shall maintain such coverage for at least one (1) year after substantial completion of the construction phase of the project.

OR

- *b. Separate Project Errors and Omissions Insurance specifically insuring each Project (which includes the Contractual Liability Endorsement).

***NOTE: Please be sure when presenting your total project price under the Project Insurance Proposal that the cost for your firm's "Practice" insurance is eliminated from the overhead figures.**

5. PROFESSIONAL SERVICES INSURANCE REQUIREMENT. If the Consultant is authorized to subcontract portions of the work to be performed under this Contract to subcontractors relied upon principally because of the professional services rendered by their firm (such as but not limited to, surveyors, civil, structured, geotechnical, or other professional engineering services), the Consultant shall also require that these subcontractors provide proof to the Consultant, via a Certificate of Insurance, that the Subcontractor has purchased Professional Liability (Errors and Omissions) insurance, which includes a minimum Limit of Liability of \$1,000,000 per claim and aggregate, in addition to the other types of insurance referenced above for Subcontractors. The Consultant is responsible for obtaining and maintaining copies of these Certificate of Insurance until final acceptance of work by the Louisville/Jefferson County Metro Government, and for making these Certificates available to the Louisville/Jefferson County Metro Government, upon request.

II. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

III. MISCELLANEOUS

- A. The Consultant shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government at least 30 days prior to the expiration date.
- B. Certificates of Insurance as required above shall be furnished, as called for:

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202
- C. The Consultant agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Consultant will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Consultant hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Consultant.



**AMEC EARTH & ENVIRONMENTAL
2007 RATE SCHEDULE**

The hourly labor rates set forth below are valid from January 1, 2007 and are subject to annual revision thereafter. AMEC will provide CLIENT thirty days advance written notice of any such revisions.

PROFESSIONAL SERVICES

CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications and associated hourly labor rates. For expert witness testimony and related services in connection with litigation, CLIENT agrees to reimburse AMEC for all hours worked by professionals at the following classifications, but at one and one half times the associated hourly labor rates.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>
Professional Levels 1	\$55.00	Professional Level 14	\$120.00
Professional Levels 2	\$60.00	Professional Level 15	\$130.00
Professional Levels 3	\$65.00	Professional Level 16	\$140.00
Professional Level 4	\$70.00	Professional Level 17	\$145.00
Professional Level 5	\$75.00	Professional Level 18	\$155.00
Professional Level 6	\$80.00	Professional Level 19	\$165.00
Professional Level 7	\$85.00	Professional Level 20	\$170.00
Professional Level 8	\$90.00	Professional Level 21	\$180.00
Professional Level 9	\$95.00	Professional Level 22	\$190.00
Professional Level 10	\$100.00	Professional Level 23	\$200.00
Professional Level 11	\$105.00	Professional Level 24	\$210.00
Professional Level 12	\$110.00	Professional Level 25	\$220.00
Professional Level 13	\$115.00	Professional Level 26	\$240.00

TECHNICIAN SERVICES

CLIENT agrees to reimburse AMEC for all hours worked by technicians at the following classifications and associated hourly labor rates.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>	<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>
Technician Level 1	\$30.00	\$45.00	Technician Level 10	\$55.00	\$82.50
Technician Level 2	\$32.50	\$48.75	Technician Level 11	\$60.00	\$90.00
Technician Level 3	\$35.00	\$52.50	Technician Level 12	\$65.00	\$97.50
Technician Level 4	\$37.50	\$56.25	Technician Level 13	\$70.00	\$105.00
Technician Level 5	\$40.00	\$60.00	Technician Level 14	\$75.00	\$112.50
Technician Level 6	\$42.50	\$63.75	Technician Level 15	\$80.00	\$120.00
Technician Level 7	\$45.00	\$67.50	Technician Level 16	\$85.00	\$127.50
Technician Level 8	\$47.50	\$71.25	Technician Level 17	\$90.00	\$135.00
Technician Level 9	\$50.00	\$75.00	Technician Level 18	\$95.00	\$142.50

ADMINISTRATIVE SERVICES

CLIENT agrees to reimburse AMEC for all hours worked by administrative staff at the following classifications and associated hourly labor rates.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>	<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>
Administrative Level 1	\$35.00	\$52.50	Administrative Level 6	\$60.00	\$90.00
Administrative Level 2	\$40.00	\$60.00	Administrative Level 7	\$65.00	\$97.50
Administrative Level 3	\$45.00	\$67.50	Administrative Level 8	\$70.00	\$105.00
Administrative Level 4	\$50.00	\$75.00	Administrative Level 9	\$75.00	\$112.50
Administrative Level 5	\$55.00	\$82.50	Administrative Level 10	\$80.00	\$120.00

MISCELLANEOUS EXPENSES – 6% of Labor Charges

CLIENT agrees to reimburse AMEC for miscellaneous expenses incurred, such as consumable supplies, telephone & facsimile charges, photo processing, and small tools, etc., not otherwise invoiced as other direct expenses, at the rate of 6% of labor charges.

OTHER DIRECT EXPENSES

CLIENT agrees to reimburse AMEC for all other direct expenses incurred at the following rates, except as otherwise specified by AMEC in its proposal:

Travel Expenses: Transportation (mileage, air travel, car rental, etc.), lodging, meals, & incidental expenses	Cost plus 15%
Subcontract Expenses: Supplies or services furnished to AMEC in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates	Cost plus 15%
Direct Expenses: Other expenses in support of project activities	Cost Plus 15%

SCHEDULE OF FEES FOR LABORATORY SERVICES

CODE	SOIL & ROCK, TEST FOR	ASTM METHOD	PRICE
303	Atterberg Limits.....	D-4318	50.00/ea.
315	CBR (3 points Maximum)		450.00/ea.
314	CBR at 1 Specified Compaction	D-1883	350.00/ea.
353	Chemical Test (Chloride or Sulfate)		50.00/ea.
320	Consolidation, (includes 1 rebound cycle).....	D2435	300.00/ea.
321	Consolidation, additional rebound cycle	D2435	75.00/ea.
331	Direct Shear (3 points).....	D3080	350.00/set
332	Direct Shear Residual Cycle.....		150.00/ea.
342	Dispersion and Kd Testing		500.00/ea.
300	Extrude Undisturbed Sample.....		10.00/ea.
370	Gradient Ratio Test.....		600.00/ea.
310	Moisture Density Curves	D-698/D1557	115.00/ea.
312	Moisture Density Checkpoint at Natural Moisture Content.....		35.00/ea.
309	Moisture Determination and Unit Weight.....		25.00/ea.
302	Moisture Determination Only	D-2216	5.00/ea.
352	Organic Content - Soils	D2974	30.00/ea.
340	Permeability Tests		150.00/ea.
339	Porosity		80.00/ea.
350	pH Test (Laboratory Measurement)		15.00/ea.
341	Remolding Samples to Specified Density.....		50.00/ea.
355	Resistivity of Soil (Moisture Curve).....		200.00/ea.
354	Resistivity of Soil (of Natural Moisture Content).....		100.00/ea.
565	Rock Core Compressive Strength.....	D2938	30.00/ea.
543	Rock Core Specific Gravity.....		40.00/ea.
304	Shrinkage Limit.....	D-423	80.00/ea.
305	Sieve Analysis, Coarse only	D-422	40.00/ea.
306	Sieve Analysis, Fine only (Hydrometer)	D-422	110.00/ea.
307	Sieve Analysis, Wash (% Finer than No. 200 Sieve)	C-117	30.00/ea.
360	Slake Durability Test.....		60.00/ea.
308	Specific Gravity - Soils.....	D-854	55.00/ea.
322	Swell Pressure, Per Point.....	D-4546	80.00/ea.
323	Swell Test (Free Swell).....	D-4829	75.00/ea.
301	Torvane or Pocket Penetrometer Test		10.00/ea.
336	Triaxial Compression (CD) 3 pts		475.00/set
335	Triaxial Compression (CU) 3 pts (with pore pressure measurements).D-285		525.00/set
334	Triaxial Compression (CU) 3 pts		375.00/set
333	Triaxial Compression (UU) 3 pts	D-2850	300.00/set
338	Triaxle, Cyclic		6,500.00/set
330	Unconfined compression, (including Moisture Content & Unit Weight).D-2166		50.00/ea.

**SCHEDULE OF FEES
FOR LABORATORY SERVICES**

CODE	MASONRY & MORTAR, TEST FOR	ASTM METHOD	PRICE
575	Absorption and as Received Moisture, Masonry Block Units.....	C-140	30.00/ea.
588	Absorption Test, Brick, 5-hour with Coefficient	C-67	20.00/ea.
587	Compression Test, Brick	C-67	25.00/ea.
503	Compression Test, Grout Cylinder		10.00/ea.
574	Compression Test, Masonry Block Units.....	C-140	40.00/ea.
600	Compression Test, Mortar (set of 3 cubes)	C-109	20.00/set
586	Efflorescence of Brick.....	C-67	50.00/ea.
576	Equivalent Thickness Masonry Block Units.....		25.00/ea.
572	Linear Shrinkage, Masonry Block Units.....	C-426	100.00/ea.
602	Mixing Mortar to Specified Flow		50.00/ea.
591	Modules of Rupture, Brick	C-67	25.00/ea.
578	Prism Compressive Strength.....	E-447	100.00/ea.
612	Water Retention.....	C-91	50.00/ea.

CODE	FLY ASH, POZZOLAN & CEMENT, TEST FOR	ASTM METHOD	PRICE
351	Chemical Analysis	C-618	50.00/ea.
	Compressive Strength of Cement	C-150	100.00/ea.
615	Fitness (-325 size)	C-311	25.00/ea.
552	Loss on Ignition.....	C-311	35.00/ea.
302	Moisture Content	C-311	5.00/ea.
616	Pozzolanic Activity with Cement, set of 3	C-311	100.00/set
617	Pozzolanic Activity with Lime, set of 3.....	C-311	100.00/set
	Soundness by Autoclave, set of 3		On request
618	Specific Gravity	C-188	60.00/ea.
612	Water Retention.....	C-311	100.00/ea.

CODE	METALS, TEST FOR	ASTM METHOD	PRICE
465	Guided Bend Test.....		10.00/ea.
470	Machining Costs		Cost + 15%
464	Stress Strain Plot with Tensile Test.....		10.00/ea.
461	Tensile test (including yield stress 0-100 Tons)	A-370	30.00/ea.
462	Tensile test (including yield stress 100-200 Tons)	A-370	35.00/ea.
463	Tensile test (including yield stress 200-300 Tons)	A-370	50.00/ea.
466	Tensile test (Ultimate Stress only).....		10.00/ea.

**SCHEDULE OF FEES
FOR LABORATORY SERVICES**

CODE	CONCRETE, TEST FOR	ASTM METHOD	PRICE
529	Air Void Analysis.....	C-457	On request
506	Compression Test on Cored Specimens (includes End Preparation)...	C-42	30.00/ea.
500	Compression Test Concrete Cylinder by AMEC Technician.....	C-39	12.00/ea.
502	Compression Test, Concrete Cylinder by other F.O.B.	C-39	15.00/ea.
503	Compression Test, Lightweight Insulating Concrete	C-495	10.00/ea.
509	Concrete Cylinder Preparation (sawing or grinding)		15.00/ea.
510	Cylinder Molds		1.50/ea.
504	Flexural Strength, Concrete Beam	C-78	25.00/ea.
522	Laboratory Trial Batch (not including aggregate tests).....	C-192	175.00/ea.
528	Petrographic Examination	C-856	On request
623	Specific Gravity and voids in Hardened Concrete C-642		30.00/ea.
505	Splitting Tensile Strength Test.....	C-496	15.00/ea.
515	Unit Weight of Hardened Concrete Cylinders		10.00/ea.

CODE	AGGREGATE, TEST FOR	ASTM METHOD	PRICE
553	Absorption, Coarse Aggregate	C-127	20.00/ea.
554	Absorption, Fine Aggregate	C-128	40.00/ea.
302	Aggregate Moisture Content.....	C-566	5.00/ea.
547	Clay Lumps and Friable Particles.....	C-142	30.00/ea.
551	Effects of Organic Impurities	C-87	On request
555	Fractured Pieces.....		25.00/ea.
550	Injurious Organic Matter	C-40	30.00/ea.
546	Lightweight Pieces in Aggregate	C-123	50.00/ea.
552	Loss on ignition.....	C-25	35.00/ea.
544	Sieve Analysis Dry.....	C-136	30.00/ea.
545	Sieve Analysis Wet.....	C-136	50.00/ea.
541	Specific Gravity Coarse Aggregate	C-127	30.00/ea.
542	Specific Gravity Fine Aggregate	C-128	50.00/ea.
562	Sulfate Soundness (5 cycles)	C-88	200.00/ea.
549	Unit Weight	C-29	20.00/ea.
557	Work Index.....		On request
564	Los Angeles Abrasion Test - 500 Revolutions	C-131	150.00/ea.
548	Mortar Making Properties of Sand (2 ages)	C-270	150.00/ea.

**SCHEDULE OF FEES
FOR LABORATORY SERVICES**

CODE	ASPHALT, TEST FOR	ASTM METHOD	PRICE
620	Complete Design of Wearing Surface for a Given Asphalt and Aggregate, Marshall Method		On request
621	Extraction, % Bitumen and Aggregate Graduation.....		125.00/ea.
622	Marshall Stability and Flow - Set of 3 (Without Mixing)	D-1559	150.00/ea.
535	Unit Weight of Asphalt Core of Compacted Sample	D-2726	15.00/ea.

CODE	IN-SITU, TEST FOR	ASTM METHOD	PRICE
454	Anchor Bolt Testing Device		10.00/hr.
512	Coring Machine with Generator (Includes Operator).....		75.00/hr.
450	Hydraulic Jack (100 Ton)*		100.00/day
453	R Meter (Pachometer)*		10.00/hr.
452	Schmidt Hammer*		5.00/hr.
511	Windsor Probe Testing*		10.00/nail

*Does not include transportation or operator costs

CODE	FIREPROOFING, TEST FOR	ASTM METHOD	PRICE
529	Asbestos Analysis**		On request
531	Bond Strength**		50.00/ea.
530	Density**		25.00/ea.

**Time required to obtain samples will be billed at applicable technician rates.

CODE	SAMPLE PICKUP AND DELIVERY	ASTM METHOD	PRICE
480	Local - (Home country)Weekday(Monday thru Friday)		15.00/trip
481	Weekend.....		22.50/trip
490	Non Local (Outside Home County)Weekday(Monday thru Friday).....		20.00/hr.
491	Weekend.....		30.00/hr.
091	Mileage		0.59/mi.

CODE	SPECIALING HANDLING CHARGES	PRICE
356	Contaminated or Hazardous Materials or Samples.....	50% of Price
357	Expediting	100% of Price

PRODUCER Aon Risk Services Northeast, Inc. Parsippany NJ Office 10 Lanidex Center West P.O. Box 608 Parsippany NJ 07054-0608 USA PHONE: (866) 283-7122 FAX: (847) 953-5390		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED AMEC Earth & Environmental, Inc. 690 Commonwealth Business Center, 11003 Bluegrass Pkwy Louisville KY 40299 USA		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich American Ins Co	16535
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	GLO337359908	05/01/09	05/01/10	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$25,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	BAP337360008	05/01/09	05/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS /UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE	
						AGGREGATE	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC350486608	05/01/09	05/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
A		OTHER Archit&Eng Prof	EOC938357801	05/01/09	05/01/10	Any one Claim/Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Where required by written contract Louisville/Jefferson County Metro is included as an additional insured to the General Liability Policy.

CERTIFICATE HOLDER

CANCELLATION

Louisville/Jefferson County Metro
Government, Finance Department
Risk Management Division
Attn: Carolyn Hagan
611 West Jefferson Street, Room 22
Louisville KY 40202 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

William R. Hanson

Attachment to ACORD Certificate for AMEC Earth & Environmental, Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

AMEC Earth & Environmental, Inc.
690 Commonwealth Business Center,
11003 Bluegrass Pkwy
Louisville KY 40299 USA

INSURER

INSURER

INSURER

INSURER

INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
		OTHER					
A		Pollution Cvg	EOC938357801	05/01/09	05/01/10	Any One Claim/Aggreg	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS